

A RESOLUTION

BY TRANSPORTATION COMMITTEE

02R-1614

A RESOLUTION CORRECTING RESOLUTION NUMBER 02-R-0208, HEREBY AUTHORIZING THE MAYOR TO ENTER INTO AN APPROPRIATE CONTRACTUAL AGREEMENT WITH AGL SERVICES COMPANY, RATHER THAN ATLANTA GAS LIGHT RESOURCES, ON BEHALF OF THE DEPARTMENT OF AVIATION FOR THE ABANDONMENT AND RELOCATION OF A NATURAL GAS HIGH PRESSURE TRANSMISSION MAIN NECESSITATED BY THE CONSTRUCTION OF THE FIFTH RUNWAY PROJECT AT HARTSFIELD ATLANTA INTERNATIONAL AIRPORT, IN AN AMOUNT NOT TO EXCEED \$1,500,000.00. ALL CONTRACTED WORK SHALL BE CHARGED TO AND PAID FROM FUND, ACCOUNT AND CENTER NUMBER 2H27 574001 R21E050693CG; AND FOR OTHER PURPOSES.

WHEREAS, the Atlanta City Council adopted Resolution 02-R-0208 on February 18, 2002, and the Resolution was approved by the Mayor on March 5, 2002; and

WHEREAS, Resolution 02-R-0208, which is attached hereto as Exhibit 1, authorized the Mayor to enter into a contractual agreement with Atlanta Gas Light Resources for the abandonment and relocation of a natural gas high pressure transmission main necessitated by the construction of the fifth runway project at Hartsfield Atlanta International Airport; and

WHEREAS, the Atlanta Gas Light affiliate company that will perform the abandonment and relocation is called "AGL Services Company", not "Atlanta Gas Light Resources", and therefore the contract for the abandonment and relocation of the natural gas high pressure transmission main should be with AGL Services Company; and

WHEREAS, Resolution 02-R-0208 must be corrected such that the proper Atlanta Gas Light affiliate company is named as the contracting party, but all other terms and conditions of Resolution 02-R-0208 shall remain unchanged.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF ATLANTA, GEORGIA, that Resolution 02-R-0208 is hereby corrected such that any reference in Resolution 02-R-0208 to "Atlanta Gas Light Resources", shall be changed to "AGL Service Company", and the remainder of Resolution 02-R-0208 shall remain the same, such that the Mayor or her designee be and is hereby authorized to execute on behalf of the City of Atlanta a Reimbursable Agreement with AGL Services Company covering the removal and relocation of a natural gas, high-pressure transmission main from the area of the Fifth Runway Project at Hartsfield Atlanta International Airport, subject to reimbursement of the cost thereof by the City up to an amount not to exceed \$1,500,000.00, and said contracted work shall be charged to and paid from Fund Account and Center Number 2H27 574001 R21E050693CG.

CITY COUNCIL
ATLANTA, GEORGIA

A RESOLUTION

BY TRANSPORTATION COMMITTEE

02-*R*-0208

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN APPROPRIATE CONTRACTUAL AGREEMENT WITH ATLANTA GAS LIGHT RESOURCES ON BEHALF OF THE DEPARTMENT OF AVIATION FOR THE ABANDONMENT AND RELOCATION OF A NATURAL GAS HIGH PRESSURE TRANSMISSION MAIN NECESSITATED BY THE CONSTRUCTION OF THE FIFTH RUNWAY PROJECT AT HARTSFIELD ATLANTA INTERNATIONAL AIRPORT, IN AN AMOUNT NOT TO EXCEED \$1,500,000.00. ALL CONTRACTED WORK SHALL BE CHARGED TO AND PAID FROM FUND, ACCOUNT AND CENTER NUMBER 2H27 574001 R21E050693CG; AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta as owner and operator of the Hartsfield Atlanta International Airport, has undertaken a major expansion of the Airport to accommodate the increasing air traffic at the airport, including construction of a Fifth Runway; and

WHEREAS, the existing Atlanta Gas Light Resources natural gas high-pressure transmission main serving the airport, College Park and East Point traverses the Sullivan Road Bridge; and

WHEREAS, the Fifth Runway construction project will require the removal and relocation of Sullivan Road Bridge over Interstate 285; and

WHEREAS, the natural gas high pressure transmission main and related equipment, among other things, is owned and operated by Atlanta Gas Light Resources and installation of this new natural gas main connection will ensure the supply of natural gas to the airport, College Park and East Point is not interrupted; and

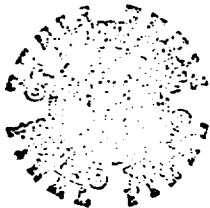
WHEREAS, in order to accomplish the relocation, it is necessary for the City of Atlanta to enter into an agreement with Atlanta Gas Light Resources in order to provide for accomplishment of the work by Atlanta Gas Light Resources and reimbursement of the cost thereof by the City, as hereinafter set forth; and

WHEREAS, at a subsequent date the Aviation General Manager will seek Council approval granting an easement to Atlanta Gas Light Resources for the right-of-way within which the gas main will be relocated.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF ATLANTA, GEORGIA, that the Mayor or her designee be and is hereby authorized to execute on behalf of the City of Atlanta a Reimbursable Agreement with Atlanta Gas Light Resources covering the removal and relocation of natural gas, high-pressure transmission main from the area of the Fifth Runway Project at Hartsfield Atlanta International Airport, subject to reimbursement of the cost thereof by the City up to an amount not to exceed \$1,500,000.00 and containing other terms and conditions substantially in accordance with those set forth in the document attached hereto as Exhibit A, and made a part hereof by reference.

EXHIBIT

1



BE IT FINALLY RESOLVED, that all contracted work shall be charged to and paid from Fund Account and Center Number 2H27 574001 R21E050693CG.

BE IT FURTHER RESOLVED, that the City Attorney be and is hereby directed to prepare an appropriate contractual agreement for execution by the Mayor.

BE IT FINALLY RESOLVED, that this agreement shall not become binding on the City and the City shall incur no liability upon same until such contract has been executed by the Mayor and delivered to Atlanta Gas Light Resources.

A true copy


Deputy Clerk

ADOPTED by the Council
APPROVED by the Mayor

FEB 18, 2002
MAR 05, 2002

EXHIBIT A
Terms and Conditions
To be Contained in
Atlanta Gas Light Resources Agreement

Atlanta Gas Light Resources shall be responsible for relocating its Infrastructure.

1. The project will be accomplished in two phases. Phase I will include permanent and temporary piping to remove the gas main from the 5th Runway Bridge Structures construction area. Phase II will include permanent piping to route the pipe around the east end of the Fifth Runway. This division of the work is necessary because the Phase II work can be more effectively accomplished under the runway site preparation projects. It is necessary to proceed at this time with Phase I to meet the schedule of the 10-28 Bridge constructions. The Fifth Runway project is critically dependent on this project schedule.
2. In Phase I, Atlanta Gas Light Resources will be responsible for permanent and temporary relocation of the natural gas high pressure transmission main.
3. Atlanta Gas Light Resources will provide all necessary insurance, equipment and manpower to accomplish the relocation.
4. Atlanta Gas Light Resources will exercise control over the cost of construction by bidding the project elements.
5. Atlanta Gas Light Resources will coordinate its construction schedule as mutually agreed to by the City in order to meet the City's construction schedule for the Fifth Runway.
6. Atlanta Gas Light Resources will abandon in place all existing infrastructure.
7. Atlanta Gas Light Resources will credit the project with the salvage value of equipment removed or decommissioned in the project.
8. Atlanta Gas Light Resources and the City will exchange easements/rights for existing gas mains for new gas mains at no additional cost to the City or Atlanta Gas Light Resources. The City will pay Atlanta Gas Light Resources for legal and survey expenses to complete the transfer of easements/rights.
9. Atlanta Gas Light Resources will obtain all encroachment agreements and easements required for work within the right of way from the Georgia Department of Transportation at no additional cost to the City.
10. Other terms and conditions as deemed necessary to protect the best interest of the City.